

EXHIBIT G

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May 21, 2009

Via E-Mail

Joseph R. Dreitler, Esq.
Bricker & Eckler
100 South 3rd Street
Columbus, OHIO 43215

Re: Harry Winston, Inc. v. Bruce Winston Gem Corp.
Opposition No. 91153147

**FOR SETTLEMENT
PURPOSES ONLY**

Dear Joe:

I write to follow up our recent conversation concerning possible settlement of this case. It is my understanding that a principal concern of Harry Winston is to bar third party registration of "Winston" trademarks. To address this issue, we provide a proposed settlement proposal below. This offer is made without prejudice to any of our client's common law rights in the trademark "Bruce Winston". As previously agreed concerning our ongoing settlement negotiations, this proposal may not be used for any purpose other than settlement of the present matter.

1. Bruce Winston Gem Corp. ("BWG") will abandon its trademark application for the mark "Bruce Winston" *with prejudice*, and agree not to seek registration of the designation "Bruce Winston" in the United States Patent and Trademark Office. Notwithstanding this undertaking, BWG's abandonment of its application shall be *without prejudice* to its right to register one or more composite marks, which include in a newly adopted distinct house mark, in combination with the phrase "The Bruce Winston Collection", and/or stylized or actual representations of Mr. Winston's signature (the "New BW Marks"). For example, XYZ by Bruce Winston or XYZ, the Bruce Winston Collection.
2. BWG's abandonment of the "Bruce Winston" trademark application shall be *without prejudice* to its common law rights in the mark.

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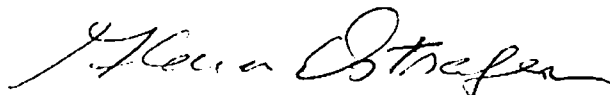
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3. Harry Winston shall consent to the registration of the New BW Marks.
4. The parties will dismiss the opposition proceeding *without prejudice* to Harry Winston. No adverse evidentiary inference shall attach to the dismissal to either party. It shall be expressly agreed and understood between the parties that Harry Winston reserves the right to challenge BWG's common law use of its trademark "Bruce Winston" and trade name "Bruce Winston Gem" in the marketplace.
5. Notwithstanding the foregoing, it is expressly agreed if in a civil action between the parties, a U.S. federal district court determines that the "Bruce Winston" trademark does not conflict or give rise to likely confusion with the HARRY WINSTON mark, then the restriction set forth in paragraph 1 above, on BWG's right to register the trademark "Bruce Winston" in the United States Patent and Trademark Office shall be become null and void.
6. The parties agree to take all reasonable action necessary to prevent any confusion in the marketplace due to the coexistence and registration of their respective marks, to notify each other of any incidences of actual confusion of which they become aware, and to take reasonable action to correct such confusion.
7. The Agreement will inure to the benefit of the parties, their successors and assigns.

It should be understood that this proposal is subject to our client's final approval and a formal agreement.

We look forward to your early response.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Glenn F. Ostrager".

Glenn F. Ostrager

cc: Bruce Winston